THE HON'BLE SRI JUSTICE P.S.NARAYANA

W.P.No.15169 of 2007

Date: 8th October, 2007

Between :-

Tasneem Sultana and 2 others ..

Petitioners

And

Indian Bank, Circle Office, Vijayawada,
Rep. By P.Jagannatha Sastry, Manager
Authorised Officer and 2 others ..
Respondents

THE HON'BLE SRI JUSTICE P.S.NARAYANA

W.P.No.15169 of 2007

ORDER:-

The Writ Petition is filed for a Writ of Mandamus (a) to set aside the notice dt.16-3-2007 of respondent No.1 as arbitrary, illegal and void, (b) to stay auction sale of immovable pts mortgaged to the respondent No.2, to be held on 26-7-2007. All that land admeasuring 1187 sq.yards of house site in T.S.No.630 and 635 in Old 7/D

Ward corresponding to New 15 Election Ward in Eluru Municipality and the building bearing Door No.17-1-7 in Lakshmivarapupet, Eluru Town, Eluru Sub Division, West Godavari District. All that land admeasuring 311.5 sq.yds, Joint Passage site in T.S.No.630 and 635 in Old 7/D ward corresponding to New 15 Election Ward in Eluru Municipality and the building bearing No.17-1-7 in Lakshmivarapupet, Eluru Town, Eluru Sub-Division, West Godavari District, and (c) to direct the respondent to receive Rs.5,99,345/- with future interest @ 6% from 28-4-2005 as per the decree dt.29-6-2007 of Hon'ble Principal Senior Civil Judge, Eluru, West Godavari District and hand over all the documents of pts to the petitioners and to pass such other suitable orders.

2. Several facts had been narrated in the affidavit filed in support of the Writ Petition. A memo also was filed by the Counsel for petitioner on 11-9-2007 and the said memo reads as hereunder:-

> *"Pursuant to the orders of this Hon'ble Court on 25-7-2007, petitioner made payment of amount due under decree to respondent No.2 an amount of Rs.6,31,224/- vide Demand Draft No.701763 of ICICI Bank Ltd., Kharkhana, Hyderabad, drawn on ICICI Bank Ltd., Nungambakam Branch, in favour of Indian Bank Account Coromandel Carpet Manufacturing Company O.S.No.9 of 1998 dt.6-8-2007. This amount is total payment of dues as per decree in O.S.No.9 of 1998 dt.29-6-2007.*
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> *On their insistence additional amount of Rs.1,40,281/- was paid vide Demand Draft*

No.701685, dt.10-8-2007 drawn on ICICI Bank, Chennai. As on date entire dues have been paid, respondents are yet to return the title deeds of property mortgaged to the bank to the petitioners."

3. The learned standing Counsel representing respondents 1 and 2 would submit that it is no doubt true that the total amount due to the Banking Institution had been discharged. When that being so, this Court is of the considered opinion that the Banking Institution – R.1 and R.2 are bound to return the title deeds. It is made clear that when in relation to the loan transaction, the documents had been received from the debtor and when the debtor had discharged the amount due to the Banking Institution, it is the bounden duty of the Banking Institution to return the documents to the debtor. If such debtor is having any dispute with any third parties, the Banking Institution is unconcerned with such disputes if any. The title deeds are received from the debtor as creditor by the Banking Institution while advancing loan. Accordingly, let R.1 and R.2 return the title deeds to the writ petitioners forthwith.

4. Accordingly, the Writ Petition is disposed of. No order as to costs.

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Justice P.S.Narayana

8th October, 2007

smr